



General Terms & Conditions

Purview: Master Yachting d.o.o. (Charter Company) arranges the use of yachts for customers on behalf of their owners. The chartering conditions are binding upon all contracts. The person who charters the yacht (Charterer) assures having the essential ability to take charge of the yacht on his own. He engages to use the yacht carefully respecting the rules of good seamanship. He is especially obliged:

- not to take part in boat races without written permission (regatta);
- to clear the yacht according to the regulations and to respect the rules and regulations of the host countries and their harbor authorities (Code of conduct on board);
- not to carry undeclared goods liable to duty or any other forbidden items;
- not to leave Croatian waters without approval and written confirmation by the Charter Company;

The Charterer confirms with signing the booking confirmation that he has read it and accepts the Contract. Moreover, the Client agrees with the Contract including the special characteristics of chartering a vessel.

Charter Fee The yacht charter fee encompasses the use of the vessel and its inventory. Additional expenses will be calculated separately and will not be taken into consideration in case of possible refunding of charter costs. **Charter fee does not include** marina fees, fuel, comfort package fee, Croatian tourist tax, water, food, drinks and all expenditures for measures which are required for the proper operation of the vessel during the sailing.

Acceptance of the yacht: When handed over to the Charterer, it has to be fully tanked. The Charterer must check and confirm the condition of the yacht as well as the completeness of its equipment according to the check list and in the presence of local staff. The conditional acceptance of the ship by the chartering party is considered the charterer's confirmation of the yacht's perfect condition and, furthermore, his engagement to test the yacht in all systems immediately after leaving the marina. In the event of defects, the hiring party is obliged to return to the marina and give the local crew the opportunity to remedy the defect. In any other case, the yacht is considered to have been handed over in perfect condition. The security, if any agreed, has to be deposited either in cash or by VISA, MASTER, MAESTRO. The owner of the chartered yacht is entitled to offset the amount of the security against any charges of claim which exceed the costs of average depreciation and are not covered by insurance. He may also offset the security against any loss of equipment items. In any other case, the security has to be fully and immediately reimbursed to the hiring party after confirmation of the yacht's proper return.

Cancellation terms: (COVID 19 terms as per Addendum 1);

In case the Charterer should be unable to set out on the journey on the due date for any possible reason he has to contact the agency without delay.

If the Charterer who has made the reservation, makes the cancellation (in written form) more than 120 days prior to departure and the agency/Charter Company succeeds in finding an alternative chartering party, any payments having already been effected by then will be reimbursed applying the cancellation fee of 400 Euro.

If cancellation is confirmed in written form 119 to 60 days before embarkation, Master Yachting has the right to retain 50% of the charter fee.

If cancellation is confirmed in written form 59 days or less before embarkation, Master Yachting has the right to retain 100% of the charter fee.



If the cancellation is due to objective reasons (heavy injury, death in family), the already paid price will not be refunded but Master Yachting will issue the credit note or offer alternative term according to the valid price list. In any other case, Master Yachting is not obliged to return the Charterer amount paid in accordance with this Contract.

Force Majeure: Charter Company shall not be liable for any loss, damages, expenses, delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, war or terrorist activities (threatened or actual), civil unrest, natural or nuclear disaster, fire, floods, unavoidable technical problems with transport, closure or congestion of airports, unforeseen alterations to public schedules, action of the elements, epidemics, pandemics, insurrection, piracy, strikes, acts of the public enemy, federal or state laws, industrial dispute and any other cause beyond the reasonable control of Charter Company which makes continuance of operations impossible.

Collateral Agreements: Oral agreements will only be regarded as legally binding in case of their written confirmation by the Charter Company. Should additionally contracts with foreign agencies be essential for a successful charter, the chartering party engages to sign them. The terms of such contracts – agreements on prices excluded – are of pre-eminent validity.

Handing over of the yacht/Check in: The Charter Company endeavors to provide a punctual handing-over of the yacht. Should it, in spite of all endeavors, be impossible to provide neither the originally intended nor any other similar substitute yacht for the chartering party within 48 hours after the start, the latter is entitled to rescind the contract, even if the agency cannot be blamed for the delay. Any payments effected by the charterer have to be refunded by the agency, further claims of compensation (e.g. travel and accommodation fees, insurance premia ...) being excluded. If the chartering party does not rescind the contract, they will be entitled to a proportionate reduction of the chartering fee according to the respective period of delay. Should parts of the equipment have been damaged or lost during a preceding charter, the hiring party has no means to rescind the contract nor any possibility to assert any reductions, even if substitute equipment could not be provided and defects were not repaired. The latter clause, however, does not apply to cases in which defects or damaged equipment affect the yacht's seaworthiness.

Return of the yacht/Check out: In default of any divergent written agreements, the yacht has to be returned in proper condition, fully tanked and with the complete equipment to the original place of acceptance and in time. The Charterer/Skipper is obliged to return the Vessel to the agreed base port on Friday till 06:00 p.m. and the entire crew has to leave the Vessel, including their luggage on Saturday till 08:30 a.m. (the latest), unless otherwise stipulated in the Booking confirmation or other written form. At the check-out, any part of the equipment or gear lost or damaged must be recorded in detail and paid for. The amount may be deducted from the deposit. The Charter company also has to be informed about groundings and possible defects.

If the Vessel and the equipment are in good condition, clean, complete and with a full tank, the deposit will be returned to the Charterer. The proper condition of the vessel at check-out must be confirmed and signed jointly by Client/Skipper and Charter Company or their deputies.

The Charterer is obliged to leave the Vessel clean (take out the garbage, wash the dishes etc), with full tanks of fuel and water. If the Vessel was not returned in proper conditions, Charter Company reserves the right to charge additional cleaning fee (50% of the comfort package price) or deduct the amount from the Security deposit.

Charter company may also ask for putting down any discovered defects, missing or lost items in a written list. Shipping documents and permissions due to the use of the chartered yacht (e.g. transit log, chartering permission etc.) have to be left on board. Until the vessel is not returned duly, it is considered to be still



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in the Charterer's use. The period of use agreed in the contract cannot be prolonged by the Charterer without the consent of the other party. In case of a delayed return of the yacht, the terms of the contract will be valid throughout the whole period of delay. If the chartering party can be blamed for the delay, it will be them who bear the risk of force majeure. In addition to that, the charterer will be held liable by the other party for any consequential damage due to the delayed return.

If the hiring party should leave the yacht in a different place to the one agreed in the contract, they will have to bear the costs of the yacht's proper return. Only after the yacht reached its original harbor of departure, can the return of the yacht be considered as effected in the latter case.

Special incidents: In case of damage, collisions, grounding or any other unusual incidents, the Charterer is obliged to take especially the following measures: ● The charterer has to have material defects caused by average wear and tear to the extent of € 200,— maximum repaired, the arising cost of repairs being refunded by the other party on presentation of the invoice later. Material defects of an extent exceeding € 200,— however, must not be repaired without the consent of the other party. If parts of the ship must be replaced by replacement parts, the damaged ones have to be kept at all events. Otherwise the repairs will not be refunded to the chartering party. ● Concerning any other damage to the yacht or injuries of persons, the charterer is bound to put down the exact point of time, the exact place as well as any other details, circumstances and causes of the incident. Furthermore, he has to put down the names of any yachts, persons and witnesses etc. that have been involved in the incident. In addition to that, the incident has to be duly reported to the authorities. These notes have to be confirmed by the local authorities (e.g. by the harbor master, the doctor, the claims agent...etc.) Moreover, a confirmation by the authority which the incident was reported to is essential. ● In either event however, the charterer is bound to immediately inform the other party about the incidents mentioned above. This does also apply to cases in which the yacht is obstructed by authorities or any other third party. ● In the event of unusual incidents – of whatever origin they might be the charterer especially endeavors to keep the damage as low as possible (damage limitation). Should it – in case of immediate distress at sea – be inevitable to ask a third party for help, the chartering party engages to negotiate reasonable conditions previously, regardless of the question of refund. If towage should be unavoidable and the other party cannot be informed, the yacht's hawser will have to be used.

Liability: The yachts may not be used for races. The yachts may not pass the Ždrelac bridge between Ugljan and Pašman, only in the case of a written approval of Master Yachting d.o.o. The chartering party will be liable for any breach of the contract as well as for any damage which they can be blamed for. The charterer can be held liable by the other party for any damages caused by the former's actions and neglects. The other party, however, cannot be held liable by the charterer for any incident or damage caused by force majeure (especially by weather conditions or by a third's party fault) during the chartering period, once the yacht has been accepted. This does also apply for cases in which such incidents make it impossible to continue the voyage. If the voyage cannot be continued for reasons such as the non-repair of reparable defects caused by wear and tear or other similar hidden defects, the proportionate chartering fees according to the period of non-use will be refunded to the chartering party. Further claims (such as journey and hotel charges, compensation for any injuries suffered, lost earnings etc.) will be excluded. Claims can only be allowed if all asserted defects or claims were taken down and signed both by the hiring party and the marina's administration. Any later assertion of the claims and any later examination of the asserted damage and defects will be practically impossible – on the one hand because of the further use of the yacht, on the other hand because of the huge local distance.

Any claims asserted by the hiring party have therefore to be asserted latest 15 days after the end of the period of use at the latest. Any claims asserted later than at that point of time cannot be considered. The boats may not be used for any races. There is no covering from the insurance. If a boat is used for a race without our consent the Skipper alone is liable for the arisen damages.



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Insurance and Deposit: All the yachts are covered with the hull & machinery insurance, as well as the of third-party liability insurance (P&I where applicable). The financial liability of the Charterer for loss or damage caused by him or his crew is limited with the agreed security deposit.

a) If the insurance comes to bear in case of damage, terms state that the damage had not been caused deliberately or by gross negligence or that the Charterer /Skipper did not set a behavior, which release the insurer to fulfill its contractual obligation.

b) It is expressly stipulated that in case of gross negligence or deliberate act the liability of the Client, is not limited by the deposit. The Client may be forced to pay the full sum of the damage.

SECURITY DEPOSIT: before check in of the vessel, Client / Skipper is obliged to leave security deposit in cash or by credit card (VISA, MASTER, MAESTRO) in the local currency. After the charter is finished, the security deposit will be returned in full, unless any damage on the Vessel, or damage or loss of any item of the vessel equipment has been found. Otherwise, the security deposit shall be kept in equivalent value of the repair / or purchase value of the damaged and/or lost equipment.

NON-REFUNDABLE DEPOSIT INSURANCE: upon request, it is possible to take optional non-refundable deposit insurance according to our insurance price list.

Terms of payment: The charterer engages to pay the price at the agreed point of time (50% down payment upon booking confirmation; 50% balance payment 4 weeks prior to departure) if not accorded differently. If he does not promptly meet his financial obligations despite a reminder sent to his address by the agency, the other party is entitled to rescind the contract without previous threat or announcement. In the latter case, the rescinding party is additionally entitled to assert a lump sum amounting to one third of the agreed chartering fee as compensation for the delay in payment. If the contractual price should show obvious errors in calculation, both parties engage to adapt this price according to the valid price list. This correction has no effect on the validity or on the binding force of the contract.

Court of law: The parties agree upon the application of Croatian law. The validity of this contract will not be concerned by any possible invalidity of single provisions, clauses or terms in the contract. Any disputes arising hereunder will be settled before a competent court of law in Zadar.



COVID 19 TRAVEL TERMS & CO (Addendum 1)

For any info regarding travel restrictions please do contact the Ministry of Foreign Affairs or the Public Health Authorities for the country you are travelling to.

For all DEPARTURES in 2023 we do offer FREE rescheduling/VOUCHER on all existing and new charterbooking if:

- Borders are officially closed (Croatia or home country)

This policy will not apply for cancellations due to flight changes, conditional quarantine obligations or test obligations, vaccine obligations, travel warnings or recommendations and restrictions applied by employers;

For the 2023 sailing season normal terms and conditions apply for the payment; 50% down payment upon reservation, 50% balance payment 4 weeks prior the departure.

Rebooking by the price list; if rebooked to a higher price the client needs to pay the difference; if to a lower, the price will remain the same as per original booking.

If the booking is done through partner agent, please do contact them for assistance with the booking.



ON BOARD

Regular check-in from 05:00 p.m. on Saturday; obligatory return on Friday till 06:00 p.m. with regular check-out on Saturday till 08:00 a.m.

- Skipper is responsible for the boat, crew and passengers as for boat equipment.
- Crew is responsible for their belongings. Charter leaves no responsibility in case of lost goods.
- When leaving the boat, please do turn of all pumps and taps, switch off the light and any electrical device and make sure all windows and doors are closed.
- Charter Company can enter the boat if it is suspected that possible damages or dangers should be stopped, even in absence of the Charterer.
- It is strictly prohibited to destroy the boat or the boat equipment.
- Smoking inside the boat is forbidden.
- Persons listed on the crew list can use the boat equipment.
- Undeclared goods liable to duty or any other forbidden items are strictly forbidden on the boat.
- Any device or machine that is not part of standard boat equipment can be taken/used on the boat only if agreed with the Charter Company.
- Animals are allowed applying the extra cleaning fee according to the Price List.
- In case of damage on boat, collision, problem with the installations or motor, loss of goods or any boat equipment, Charterer is obliged to report the event to the Charter Company or Base Manager with no delay.
- Crew is responsible for boat cleanliness.
- Taking boat devices, security equipment or any other boat equipment, such as bedlinen or towels, from the boat, is not allowed.

Thank you for Your attention! Master Yachting Team wishes you Fair Winds!



Master of Emotions